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# GOBIERNO DE PUERTO RICO COMISIÓN DE SERVICIO PÚBLICO

CONTRATO NUMERO: 2011-000009-B

Otorgado en San Juan, Puerto Rico, a 7 de septiembre de 2012.

ENMIENDA AL CONTRATO 2011-000009, PARA CUMPLIR CON LA CLAUSULA DE AMORTIZACION DE MEJORAS. SE ANEJA COMO PARTE INTEGRAL DEL CONTRATO ORIGINAL NUM. 2011-000009.

## **COMPARECEN**

----DE LA PRIMERA PARTE: Empresas Omajede, Inc., corporación propietaria,

# GM W

# **EXPONEN**

PRIMERO: El 9 de marzo de 2011, las partes comparecientes otorgaron el contrato número 2011-000009, de arrendamiento de un local comercial sito en el bien inmueble ubicado en la Carretera # 1, Calle Bori, Núm. 1608, San Juan, Puerto Rico. El local objeto de arrendamiento está ubicado en la primera planta del edificio y tiene una cabida de aproximadamente treinta y dos mil (32,000) pies cuadrados. El espacio arrendado también incluye ciento veinticinco (125) estacionamientos reservados para uso exclusivo del Arrendatario.

SEGUNDO: Para adaptar el local comercial a las necesidades del Arrendatario, el Arrendador realizó unas mejoras, para lo cual se incluyó en el contrato original una clausula de amortización de mejoras. A continuación, se transcribe la clausula cuarta del contrato original número 2011-000009, la cual origina el presente contrato/enmienda:

"Del arrendatario decidir rescindir el contrato de arrendamiento antes de su vencimiento, El arrendatario pagará al Arrendador el costo no amortizado de las mejoras realizadas en el espacio utilizando el método contable de Línea Recta. El costo de las mejoras y otros costos incurridos relacionados con el contrato de arrendamiento no excederá la suma de Quinientos Mil Dólares (US \$500.000.00), e incluye entre otros, honorarios de arquitecto, seguros, impuestos,

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arbitrios, comisión de corredor de bienes raíces y costos de construcción, pintura y otras mejoras al primer piso del edificio y su estacionamiento. Luego que el Arrendador le entregue al Arrendatario el local, junto a un documento certificado, el cual formará parte integra del presente contrato, evidenciando facturas y costos incurridos en dichas mejoras, ambas partes firmarán una enmienda a este contrato fijando la cifra de las mejoras según evidenciada."

TERCERO: Para el 1 de agosto de 2011, se hizo una enmienda al contrato 2011-000009, conocida como el contrato número 2011-000009-A, y titulada "Documento de Aceptación y Toma de Posesión del Local La Electrónica - Anejo al Contrato 2011-000009". El presente contrato/enmienda no cambia lo establecido en el contrato/enmienda número 2011-000009-A.---CUARTO: Habiendo entregado el Arrendador los documentos referentes a las Mejoras, el 11 de enero de 2012, los cuales constan de 120 folios donde se detalla el costo total de las mejoras, incluyendo, facturas, cartas, cheques, acuerdo de contratistas, etc., y el 15 de agosto de 2012, las certificaciones respectivas de parte de los suplidores de productos y servicios (13 folios), evidenciando los costos incurridos, para un total de trescientos cuarenta y dos mil setenta y cuatro con setenta centavos (\$342,074.70),. ------QUINTO: Hoy, el Arrendador, Empresas Omajede, Inc., en cumplimiento con la clausula Cuarta del contrato 2011-000009, o clausula de Amortización de Mejoras, y mediante este documentos hace constar la entrega de dichos documentos. -----SEXTO: Evaluados los documentos por parte del Arrendatario, este no tiene objeción alguna a los mismos, por lo cual, los mismos se incluyen como anejo a este contrato/enmienda, y mediante este se hacen formar parte integral del contrato de arrendamiento original número 2011-000009.---SEPTIMO: Todas las demás clausulas del contrato original número 2011-00009 y de la enmienda número 2011-2000009-A, siguen en efecto e inalteradas. Este contrato/enmienda se hace a los únicos fines de aceptar los documentos que evidencian el costo de las mejoras realizadas por el Arrendador.----

Y PARA QUE ASI CONSTE: Las partes comparecientes suscriben el presente contrato/enmienda en San Juan, Puerto Rico hoy 7 de septiembre de 2012.

Lcdo José H. Banuchi Hernández

jbanuchi@csp.gobierno.pr

Comisión de Servicio Público

San Juan, PR 00919-0870

PO Box 190870

Lcdo. Antofiio Betancourt
Empresas Omajede, Inc.
Edificio la Electrónica, Inc.
Calle Borí # 1608
San Juan, PR 00927
Facsímile 787-765-2268
email - eoinc@tiwc.net

, PR 00927 Facsimile 787-300-6473

Modelo OC-08-08 (Model OC-08-08) Rev. octubre 1999 (Rev. October 1999)

Reglamento Núm. 33 del 28 de enero de 1998 Regulation No. 33 of January 28, 1998

ESTADO LIBRE ASOCIADO DE PUERTO RICO COMMONWEALTH OF PUERTO RICO OFICINA DEL CONTRALOR OFFICE OF THE COMPTROLLER OF PUERTO RICO SAN JUAN, PUERTO RICO

CERTIFICACIÓN SOBRE OTORGAMIENTO DE CONTRATO, ESCRITURA O DOCUMENTO RELACIONADO REGARDING THE EXECUTION OF CONTRACTS DEEDS AND OTHER RELATED DOCUMENTS

| 1. Código de Entidad  Entity Code  2   1   8   4  |  |  |
|---|--|--|
| 2. Número del Contrato Contract Number  2 0 1 1 - 0 0 0 0 0 9 - B   |  |  |
| 3. Fecha de Otorgamiento  0   7   -   0   9   -   1   2  Date of execution (dd/mm/yy)   |  |  |
| 4. Cuantía Total Total amount  S 0 0 0 0 , 0 0 0 . 0 0  Total amount  |  |  |
| 5. Código del Tipo del Contrato  Contract Type Code   |  |  |
| 6. Exento  0  Exempt  |  |  |
| 7. Orden (Aprobación o dispensa de algún organismo del Gobierno)  Authorization or waiver from another government entity  |  |  |
| 8. Vigencia desde 0 7 - 0 9 - 2 0 1 2 hasta 3 0 - 0 6 2 0 1 6<br>Effective date from (dd/mm/aa) (dd/mm/yy) to (dd/mm/aa) (dd/mm/yy)   |  |  |
| 9. Seguro Social Personal o Patronal Social Security Number   |  |  |
| 10. Contratista (s) Empresas Omajede Inc. (Contractor)  |  |  |
| 11. Representante (s) de la (s) Entidad (es) Gubernamental (es)  (Government Representative (s)  Se somete la presente certificación en cumplimiento con Carta Circular promulgada por el Contralor de Puerto Rico y en cumplimiento con el Reglamento Núm. 33 Sobre Registro de Contratos, Escrituras y Documentos Relacionados y Envío de Copias a la Oficina del Contralor. (This certification is submitted in compliance with the instructions issued by the Comptroller of Puerto Rico and in accordance with Regulation No. 33, regarding the Registration of Contracts, Deeds and Other Related Documents and the Mailing of such Copies to the Comptroller's Office by the government entity.) |  |  |
| Los suscribientes certificamos haber otorgado hoy el contrato descrito en este documento.  The undersigned, certity having that the contract described in this document was executed on this date.  |  |  |
| 12. En (ciudad) San Juan , Puerto Rico, hoy 0 7 - 0 9 - 1 2 In Puerto Rico, toda (dd/mm/yy)   |  |  |
| 13. Firma(s) Parte(s) Contratista(s) Signature of the Contractor(s): Signature of the Government Official (s): Firma (Signature)  14. Firma(s) Functionario (s) Gubernamental (es): Signature of the Government Official (s): Firma (Signature)   |  |  |
|   |  |  |
| Letra de molde (print) LCDO. ANTONIO BETANCOURT  Letra de molde (print) LCDO. JOSE H. BANUCHI HERNANDEZ   |  |  |
| Firma (Signature) Firma (Signature)   |  |  |
| Letra de molde (print)  Letra de molde (print)  |  |  |
| *Ver instrucciones al dorso (*See instructions on the reverse side of this form)  |  |  |

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CONTRACT NUMBER: 2011[illegible]0009-B

NAME OF CONTRACTOR: EMPRESAS OMAJEDE INC.

CONTRACTOR EMPLOYER IDENTIFICATION NUMBER: \$\infty\$9044

TOTAL AMOUNT: \$00.00

GOVERNMENT OF PUERTO RICO PUBLIC SERVICE COMMISSION

CONTRACT NUMBER: 2011-000009-B

Executed in San Juan, Puerto Rico, on September 7, 2012.

AMENDMENT TO CONTRACT 2011-000009, TO COMPLY WITH IMPROVEMENT AMORTIZATION CLAUSE.

IT IS ATTACHED AS AN INTEGRAL PART OF ORIGINAL CONTRACT NO. 2011-000009.

### **COME NOW**

THE FIRST PARTY: Empresas Omajede, Inc., owning corporation, represented in this act by Mr. Antonio Betancourt, of legal age, unmarried and resident of Guaynabo, Puerto Rico, in his capacity as President of the corporation, with Employer Identification Number 9044, and with offices in San Juan, Puerto Rico, hereinafter referred to as the LESSOR.

THE SECOND PARTY: The Puerto Rico Public Service Commission, with Employer Identification Number 7678, represented in this act by its President, Mr. José H. Banuchi Hernández, of legal age, unmarried and resident of San Juan, Puerto Rico, in his capacity as President, hereinafter referred to as the LESSEE.

## AND STATE

FIRST: On March 9, 2011, the appearing parties executed agreement number 2011-000009 to lease commercial premises in an immovable property located on Road 1, Bori Street, No. 1608, San Juan, Puerto Rico. The premises that are the subject of the lease are on the first floor of the building and measure approximately thirty-two thousand (32,000) square feet. The leased premises also include one hundred and twenty-five (125) parking spots reserved for exclusive use by the Lessee.

SECOND: In order to adapt the commercial premises to the needs of the Lessee, the Lessor made some improvements, for which an improvement amortization clause was included in the original agreement. The fourth clause of original agreement number 2011-000009, which gives rise to the present agreement/amendment, is transcribed below:

"If the lessee decides to terminate the lease agreement before its expiration, The lessee shall pay the lessor the unrecovered cost of the improvements made in the premises using the Straight Line accounting method. Improvement costs and other costs incurred in relation to the lease agreement shall not exceed the amount of Five Hundred Thousand Dollars (US \$500,000.00), and includes, among others, architect fees, insurance, taxes,

[Two sets of initials on left-hand margin of this page.]



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**CERTIFIED TRANSLATION** 

Case 17-03283-LTS9 Claim 1539-2 Part 3 Filed 06/25/18 Desc Exhibit B - rental contract Page 20 of 21

excise taxes, real estate agent commission and constructions costs, paint and other improvements to the first floor of the building and its parking area. After the Lessor delivers to Lessee the premises, along with a certified document, which shall be an integral part of the present agreement, evidencing invoices and costs incurred in respect of said improvements, both parties shall sign an amendment to this agreement establishing the improvement amount as evidenced."

THIRD: On August 1, 2011, an amendment was made to agreement 2011-000009, known as agreement number 2011-000009-A, and titled "Document regarding Acceptance and Entering into Possession of La Electrónica Premises - Appendix to Agreement 2011-000009." The present agreement/amendment does not change what was established in agreement/amendment number 2011-000009-A.

FOURTH: Following delivery by the Lessor of the documents related to the Improvements, on January 11, 2012, which consist of 120 pages detailing the total cost of the improvements, including invoices, letters, checks, contractor agreement, etc., and on August 15, 2012, the applicable certifications from product and service suppliers (13 pages), evidencing the costs incurred, for a total of three hundred and forty-two thousand seventy-four and seventy cents (\$342,074.70),.

FIFTH: Today, the Lessor, Empresas Omajede, Inc., in compliance with the Fourth clause of agreement 2011-000009, or Improvement Amortization clause, and hereby certifies delivery of said documents.

SIXTH: Following an evaluation of the documents by the Lessee, the latter does not have any objection to the same; therefore, they are included as an appendix to the present agreement/amendment, and by virtue of the same are made an integral part of original lease agreement number 2011-00009. SEVENTH: All the other clauses of original agreement number 2011-00009, and of amendment number 2011-2000009-A, continue to be in force and effect and unaltered. This contract/amendment is executed for the sole purpose of accepting the documents which evidence the cost of the

IN WITNESS WHEREOF: The appearing parties execute the present agreement/amendment in San Juan, Puerto Rico, today, September 7, 2012.

[signature]

Mr. Antonio Betancourt
Empresas Omajede, Inc.
Edificio la Electrónica, Inc.
Borí Street # 1608
San Juan, PR 00927
Fax 787-765-2268
email - eoinc@tiwc.net

improvements made by the Lessor.

[signature]

Mr. José H. Banuchi Hernández Public Service Commission PO Box 190870 San Juan, PR 00919-0870 Fax 787-300-6473 email: jbanuchi@csp.gobierno.pr



Case:17-03283-LTS Doc#:23006-3 Filed:12/07/22 Entered:12/07/22 11:12:48 Desc: Exhibit EO C - Lease Amendment Page 7 of 7 CERTIFIED TRANSLATION

[Translator's note: Model OC-08-08 in both languages, Spanish and English.]

